

## **COVID-19 Waiver of Liability**

### Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Town of Gilbert Parks and Recreation department has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the Town cannot guarantee that you will not become infected with COVID-19. Further, attending any program may increase your risk of contracting COVID-19, and may increase the risk of transmitting COVID-19 to others.

I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I, or members of my group or organization, may be exposed to or infected by COVID-19 by participating in any way in any event, program, activity, reservation or rental taking place at a Town of Gilbert Parks and Recreation facility or park, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Town of Gilbert Parks and Recreation facility or park may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, volunteers, and other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or members of my group or organization, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that they or I may experience or incur in connection with participation in any event, program, activity, reservation or rental taking place at a Town of Gilbert Parks and Recreation facility. I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, of and from any claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I further agree to indemnify and hold harmless the Town of Gilbert and its employees, agents, and representatives from any claim that may arise from or in connection with my or members of my group or organization's participation in any program taking place at a Town of Gilbert Parks and Recreation facility, including claims related to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Town of Gilbert Parks and Recreation program.